

conditions. If you default in performance of your obligations under this Agreement, the Guarantors shall be severally liable for a pro rata share of any and all liabilities, damages, claims, judgments, costs and expenses (including without limitation reasonable attorneys' fees) incurred by us in connection with your default, including any costs of collection from the Guarantors (including without limitation reasonable attorneys' fees) incurred by us (the "Obligations"). Each Guarantor's share of the Obligations shall be determined by multiplying the total liability of all the Guarantors under this personal guaranty times such Guarantor's percentage ownership interest in you, as set forth below.

(b) This personal guaranty is an absolute, unconditional and continuing one and shall terminate only on the satisfaction of each and every obligation of you under this Agreement, including without limitation irrevocable payment and performance in full of the Obligations. "Irrevocable payment" means payments that cannot be set aside or required to be returned for any reason, including recovery under the provisions of the Bankruptcy Code. If any payment received by us and applied to the Obligations is subsequently set aside or required to be returned for any reason, the Obligations to which such payment was applied shall be deemed to have continued in existence and this personal guaranty shall be enforceable as to such Obligations.

(c) No Guarantor shall exercise any right of subrogation until after irrevocable payment in full in cash of all Obligations.

(d) The Guarantors hereby expressly waive (1) all demands and notices of any kind with respect to any or all of the Obligations, whether provided for by agreement, law or otherwise; (2) any and all defenses you may have pertaining to the Obligations except for the defense of discharge by payment; (3) any and all rights to cause a marshalling of the your assets or to cause us to proceed against any security or other recourse we may have for the Obligations; and (4) any requirements that we institute any action or proceeding at law or in equity, or obtain any judgment, against you or any other person, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, the Guarantors upon this personal guaranty.

(e) This personal guaranty shall inure to the benefit of us and our successors and assigns and be binding upon the Guarantors and their heirs, successors and assigns.

(f) Any provisions of this Agreement which by their terms have or may have application to this personal guaranty or the Guarantors shall be deemed to the extent of such application to apply to this personal guaranty and the Guarantors. Examples of such provisions are paragraphs 8, 17-21 and 26.

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